

REQUEST FOR PROPOSALS Whitman Interchange Reconfiguration RFP NO.: 811-PW-086

				Dated: 8/4/11
Name of F	Proposing Firm:			
Address	City:		State:	Zip:
Phone:		Fax:		
E-Mail:				
RFP Op	ening Time and Date <u>11</u>	:00 a.m., Local Time	e, Thursday	, August 25, 2011
Bids will b	e accepted until the specified op	pening time and date.	. Any bidde	r attempting to deliver
		time and date will be	-	
D: 1 F				
Bid L	Deposit/Bid Bond:		NO	
Pr	evailing Wage		NO	
Per	formance Bond:		NO	

PLEASE MARK THE RETURN SEALED ENVELOPE:

City of Rockford

Central Services Manager

425 East State Street, 4th Floor

Rockford, Illinois 61104

Telephone: (815) 987-5560

PROPOSALS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

PROPOSAL RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174 or at www.rockfordil.gov.

RFP Opening Date and Time

Title of Job RFP Number

1.

2.

3.

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

- 1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full*, *delivered cost* to the City of Rockford with no additions.
- 2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
- 3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
- 4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
- 5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
- 6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
- 7. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
- 8. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.
- 9. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10

years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

- 10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.
- 11. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.
- 12. Performance Bond. When required by the specifications herein, the awarded vendorshall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.
- 13. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.
- 14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.
- 15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

- 16. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.
- 17. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.
- 18. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.
- 19. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.
- 20. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.
- 21. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.
- 22. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.
- 23. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

- 24. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.
- 25. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.
- 26. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.
- 27. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.
- 28. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 III.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

29. <u>Insurance Requirements</u>. Upon execution of the contract, and prior to the awarded vendor commencing any work or services with regard to the project, the awarded vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the awarded vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All awarded vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- <u>Automobile Coverage</u>. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate
- Workers Compensation. The awarded vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the awarded vendor shall supply the City with a new and

replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

- 30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.
- 31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.
- 33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

- 1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
- 2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
- 3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.

 Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

<u>Black</u>: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin. <u>Hispanic</u>: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

<u>Asian</u>: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

- 4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.
- 5. Certificate of Non-Barred Bidding

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5 COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED - NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN STATEMENT OF POLICY

It is the policy of this company,	
age or sex through a program of positive action carries out the requirements of Federal Executive Control of the Control of th	nout regard to race, religion, color, national origin, handicap, on affecting all employees. In this program, our company utive orders 11246 and 11375, Civil Rights Act of 1964, applicable laws, and indicates its active support of the
are females, and we will attempt to utilize min in all jobs for which we contract in the future. Rockford's Diversity Procurement Officer for vacancies. It is also our intent to make efforts to purchas	rce are minorities and % of our work force norities and females through a positive, continuing program. Our company will utilize referrals from the City of use of minorities and females regarding any future job. e supplies or equipment from small business concerns Winnebago or Boone and owned in substantial part (at least
this policy statement.	is the official who will be responsible for implementing
	will be designated as the Equal Opportunity Officer in
our company, responsible for submission of a	all required equal employment opportunity documents.
In addition,	is hereby authorized to sign payroll as well as
this company's officers. (NOTE: If only office in this space.)	ers will be authorized to sign payrolls, please fill in "No One"

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME:											
processor and the second secon	EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY Or Bid Will Not Be Accepted)										
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ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION					
Our Illinois Department of Human Rights Number is:					
Must Provide Expiration Date:					

CERTIFICATE OF NON-BARRED BIDDING

Women Business Enterprise

(Revised 12/21/09)

Neither

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that

if the firm below does not current within thirty days with the State of	tly have a Department of Human Rights number they will apply for one Illinois.
	Authorized Signature
	Title
	Firm
Our firm is a:	
Minority Business Enterprise	City-Certified? Yes No

City Certified? Yes

No

South Main Street Corridor Lighting RFP No.: 811-PW-086

1.0 Overview

The City of Rockford IL seeks to obtain the services of a highly qualified professional design firm to prepare a feasibility study for the reconfiguration of the Whitman Street Interchange. The project would also include design plans for conversation of Ninth Street / Longwood Street to bi-directional traffic from the interchange south to Charles Street; and conversation of Sixth Street to bi-directional traffic from the interchange to 1st Street.

The reconfiguration of the Whitman Street Interchange will include conversion of the 2nd Street and 3rd Street one-way pair, and the 6th Street and 9th Street one-way pair. The reconfiguration will also include the elimination of two bridges. The Whitman Street Interchange was constructed in the early 1960's. Today the concrete is deteriorating and the City of Rockford invests thousands of dollars every year to patch and repair the concrete lanes and joints associated with the interchange. In addition, some of the interchanges geometrics are considered sub-standard by today's criteria. Clark Dietz, Inc. prepared a feasibility report dated March 2002 for City of Rockford. Existing conditions and analyzed alternatives with preliminary cost estimates are contained within the report. The report analyzed the feasibility of converting both 2nd Street and 3rd Street to two-way traffic and modifications of the interchange at 2nd Street, 3rd Street and Wyman Street. In addition to a "no change" option, four alternatives were analyzed. The four alternatives each included converting 2nd Street and 3rd Street to two-way traffic. Each alternative also included converting 2nd Street to a residential collector and reassigning 3rd Street as south bound IL Rte. 251.

The City of Rockford desires to reduce the area of roadway to be maintained by creating a more efficient modern interchange, and to reconnect, from a vehicle and pedestrian perspective, the neighborhoods to the east by connecting the interchange to Rural Street. City staff has developed a concept plan and preliminary phasing that has been presented to IDOT and received a favorable response. The concept meets the City's goals, but should not necessarily be considered the final concept. The City of Rockford will consider other configurations.

2.0 General Requirements

- 2.1 <u>Firm Qualifications</u>. No contract shall be awarded except to responsible firms capable of providing the class of service described.
- 2.2 <u>Evaluation of Proposals.</u> An evaluation team will be used to review all submitted proposals using set criteria. This evaluation team may consist of staff from the Community Development, Public Works, and Finance Department, and additional staff as needed.

- 2.3 <u>Firm Interview.</u> The evaluation committee may conduct interviews to assist in the evaluation process.
- 2.4 <u>Contacts</u>. Prior to the award of the contract to the successful bidder, prospective vendors shall contact Carrie Eklund, Central Services Manager, at (815) 987-5565 or carrie.eklund@rockfordil.gov.

3.0 Scope of Work

The Whitman Interchange Feasibility Study limits will go from Y Boulevard to the North to Walnut Street / 1st Street / Charles Street to the south. The proposed scope of work for the study is as follows:

- 3.1 Technical Viability Analysis: The consultant shall develop a strategy for the project approach, including interchange design, roadway analysis, drainage analysis, one-way pair conversations and intersection capacity. The consultant shall also prepare conceptual plans for the interchange, roadway and intersection improvements, including, but not limited to, traffic control modifications, restriping of roadway and intersections, signal upgrades, signal interconnection and geometric changes required based on analysis and other engineering and design issues.
- 3.2 Regulatory Overview: The consultant will be required to provide a comprehensive overview of the regulatory bodies involved in the permitting of the project, including all permits, studies, and actions required. It is anticipated that consultants will contact all appropriate agencies to confirm their perspective and requirements for the project.
- 3.3 Implementation and Phasing Strategy: Within the context of the Regulatory Overview and the Technical Viability, develop an implementation and phasing strategy that includes the estimates of costs and schedule (including project milestones and critical path tasks). Deliverables to include a written report documenting results of the analysis, outlining the path of implementation and recommendation on required Phase 1 documents. Concepts for the roadway and intersection improvements shall be developed sufficiently to ensure the implementation strategy can be completed. We expect the selected consultant to be able to complete the tasks necessary to implement the actions identified, including integrating the work of required sub-consultants.
- 3.4 Public Comment Meetings: The consultant will be required to facilitate a series of public meetings with project stakeholders. The meeting would include discussion of analyzed alternatives and input from public agencies and local citizens. Meeting attendees would include at a minimum, City of Rockford, Illinois Department of Transportation, and Rockford Metropolitan Agency for Planning. The ultimate goal of the meetings will be to come to an approved alternative, which a Phase 1 study can be conducted.

3.5 Construction Plans: The consultant will be required to prepare plans and specifications for the two way conversation of 6th Street and 9th Street from the Whitman Interchange to 1st Street on 6th Street and to Charles Street on 9th Street, at the same time the feasibility report is being prepared. The construction plans and specifications will be for implementations of the two way conversation of 9th Street starting in 2012 and of 6th Street starting in 2013.

3.6 Optional Services:

- 3.6.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with this project.
- 3.6.2 Services resulting from significant changes in general scope of the project or its design, including but not limited to, changes in size, complexity, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the CONSULTANT's control.
- 3.6.3 Services to verify the accuracy of drawings, logs or any other information furnished by the City.
- 3.6.4 Preparing to serve or serving as a consultant or witness for the CITY in any litigation, public hearing, or other legal or administrative proceeding involving the project.
- 3.6.5 If requested by the CITY or recommended by the CONSULTANT and agreed to in writing by the other, a Resident Project Inspector will be furnished and will act as directed by CONSULTANT in order to provide more extensive representation to the project during the Construction Phase.

4.0 Information to be Submitted

- 4.1 Statement of Project Understanding. This item should include the firm's approach to the overall project (i.e. scope of work), and the understanding of the design, funding and implementation issues.
- 4.2 The name or names of individuals in the firm(s) who will be assigned key project responsibilities with particular attention to the qualifications, competence and past performance as related to this specific project.
- 4.3 Education, experience or expertise of those individuals noted above that will be involved with the management and completion of the project. The project manager should be identified within the proposal.
- 4.4 The firm's general experience, ability and history of performance of projects similar to the one under consideration.

- 4.5 Availability of adequate personnel, equipment and facilities to complete the work in the required time.
- 4.6 The present workload and present and future commitments of available personnel, particularly those key persons expected to be assigned to the Project.
- 4.7 A specific project schedule that provides a breakdown of milestone dates for project completion based on the completion date noted below.
- 4.8 The document should not exceed thirty-five (35) total pages in length. Page size should be 8 ½ x 11 except for drawings, which could be expanded to 11 x 17
- 4.9 The following format should be utilized for the assembly of the Proposal document; all pages should be bound into the Proposal document.
 - Cover Sheet
 - Cover Letter
 - Statement of Project Understanding
 - Identification of Key Personnel
 - Descriptions of Projects of Similar Size and Scope
 - Highlight Specific Experience with IDOT, Illinois Tollway Authority, and local municipalities. IDOT District 2 experience should be highlighted.
 - Provide examples of specific experience with significant urban corridors, interchange design and one-way pair conversation planning and/or design
 - Schedule (w/ Milestone Dates)
 - Statement of Workload / IDOT Prequalification Letter
- 4.10 Submit an original and two (2) printed copies of the proposal, along with an electronic copy (may be emailed after the RFP opening date).

4.11 EXTRANET

Extranet is available for those who wish to view current concept plans for the purpose of providing a proposal. Please see instruction below:

To obtain your membership browse to the following website: http://xnet.rockfordil.gov and register. Select the City Official name from the "Select an Official" Dropdown Box who invited you to participate.

Note:

- Once your membership is approved, login in with your temporary password which you'll receive via email
- Change your password using the "Change Password" form located on the Extranet's homepage: http://xnet.rockfordil.gov
- Once you're logged in, you'll see clickable yellow tabs that will take you to the site(s) you have permissions to.

Funding Allocations: IDOT (Illinois Department of Transportation)

Sales Tax Fund

MFT (Motor Fuel Tax)

Design Budget: Project budget will vary depending on scope.

Construction Budget: TBD